

Appendix A – Easement Documents

- 1960 Highway Easement
- Notice of Termination of Public Highway Easement

2B

HIGHWAY EASEMENT

THIS INDENTURE, made this 27th day of May, 1960,
by and between UNITED STATES STEEL CORPORATION, a corporation under the
laws of the State of New Jersey, Grantor, and STATE OF MINNESOTA, Grantee,
WITNESSETH:

The Grantor, for valuable considerations, the receipt whereof
is hereby acknowledged, does hereby grant and convey to the Grantee,
upon the conditions and covenants hereinafter provided, an easement for
public highway purposes, together with the unrestricted privilege to
improve the same, over and across the following described lands in the
County of St. Louis and State of Minnesota, to-wit:

All that part of the four following described tracts:

1. The southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
2. The southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
3. The southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$)
of section 20, township 58 north, range 17 west;
4. The southeast quarter of the northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$)
of section 20, township 58 north, range 17 west, same
being registered land Certificate of Title No. 139712;

which lies within a distance of 75 feet southeasterly and 164 feet north-
westerly of the following described line:

From a point on the east and west quarter line of said
section 20, distant 162.45 feet east of the center of
said section, run northwesterly at an angle of $30^{\circ}15'$
with said east and west quarter line for 103.7 feet;
thence deflect to the right at an angle of $55^{\circ}14'$ for
1974.5 feet to the point of beginning of the line to
be described; thence run southwesterly along the last
described course for 1073.8 feet; thence deflect to
the left on a ten chord spiral curve of decreasing
radius (spiral angle $6^{\circ}00'$) for 300 feet; thence de-
flect to the left on a $4^{\circ}00'$ circular curve (delta
angle $43^{\circ}14'$) for 1030.8 feet; thence deflect to the
left on a ten chord spiral curve of increasing radius
(spiral angle $6^{\circ}00'$) for 300 feet; thence on tangent
to said curve for 98.1 feet; thence deflect to the
right on a ten chord spiral curve of decreasing radius
(spiral angle $6^{\circ}00'$) for 300 feet; thence deflect to

the right on a 4°00' circular curve (delta angle 22°00') for 550 feet; thence deflect to the right on a ten chord spiral curve of increasing radius (spiral angle 6°00') for 300 feet; thence on tangent to said curve for 238.9 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle 4°30') for 300 feet; thence deflect to the left on a 3°00' circular curve (delta angle 15°44') for 524.4 feet and there terminating;

excepting therefrom all that portion of the southerly one foot of the southwest quarter of the northeast quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of said section 20 (Tract 3) which lies between two lines run parallel with and distant 65 feet and 75 feet southeasterly of the above described line;

together with all that part of Tract 3, above described, which lies northwesterly of the above described strip and southeasterly of a line run parallel with and distant 100 feet northwesterly of the following described line: From a point on the above described line, distant 632.7 feet southwesterly of its point of beginning, run northwesterly at right angles with said line for 64 feet to the point of beginning of the line to be described; thence deflect to the right at an angle of 90° for 100 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle 6°00') for 300 feet and there terminating;

also together with a strip 25 feet in width adjoining and southeasterly of the first above described strip: Beginning opposite a point on the first above described line, distant 1073.8 feet southwesterly of its point of beginning (when measured along said line) and extending northeasterly to the north line of Tract 4, above described;

also together with a strip 20 feet in width adjoining and northwesterly of the first above described strip and extending over and across Tract 1, above described;

also together with a strip 20 feet in width adjoining and northwesterly of the last above described strip: Beginning opposite a point on the first above described line, distant 620.2 feet northeasterly of its point of termination (when measured along said line) and extending northeasterly to the east line of Tract 1, above described;

also together with all that part of the following described tracts:

5. The northwest quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of section 20, township 58 north, range 17 west;
6. The northeast quarter of the northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of section 20, township 58 north, range 17 west;
7. The southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;
8. The southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;
9. The northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west;

10. The northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of section 17, township 58 north, range 17 west, except railway right of way (being 50 feet westerly of the center of the westerly track of the Grantor, as now laid out);
11. The northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of section 17, township 58 north, range 17 west;

which lies northwesterly of a line run parallel with and distant 100 feet southeasterly of the first following described line, easterly of a line run parallel with and distant 100 feet westerly of the second following described line and southwesterly of a line run parallel with and distant 100 feet northeasterly of the third following described line:

- Line 1. Beginning at a point on the east and west quarter line of said section 20, distant 162.45 feet east of the center of said section; thence run northwesterly at an angle of $80^{\circ}15'$ with said east and west quarter line for 108.7 feet; thence deflect to the right at an angle of $55^{\circ}14'$ for 3734.8 feet and there terminating;
- Line 2. From a point on the last above described Line 1, distant 1009.4 feet northeasterly of its point of beginning (when measured along said Line 1) run northwesterly at right angles with said Line 1 for 64 feet to the point of beginning of Line 2, to be described; thence deflect to the right at an angle of 90° for 541.1 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle $6^{\circ}00'$) for 300 feet; thence deflect to the left on a $4^{\circ}00'$ circular curve (delta angle $66^{\circ}03'36''$) for 1651.5 feet; thence deflect to the left on a ten chord spiral curve of increasing radius (spiral angle $6^{\circ}00'$) for 300 feet; thence on tangent to said curve for 2282.9 feet; thence deflect to the left on a ten chord spiral curve of decreasing radius (spiral angle $4^{\circ}15'$) for 200 feet; thence deflect to the left on a $4^{\circ}15'$ circular curve (delta angle $45^{\circ}45'$) for 1076.5 feet and there terminating;
- Line 3. From the point of termination of Line 1, above described, run northwesterly at an angle of $83^{\circ}24'30''$ with said Line 1 for 2716.4 feet; thence deflect to the right at an angle of $16^{\circ}11'$ for 1737.2 feet; thence deflect to the left at an angle of $51^{\circ}54'$ for 897.6 feet to the point of beginning of the line to be described; thence run southeasterly along the last described course for 100 feet; thence deflect to the right on a ten chord spiral curve of decreasing radius (spiral angle $4^{\circ}00'$) for 200 feet; thence deflect to the right on a $4^{\circ}00'$ circular curve (delta angle $43^{\circ}54'$) for 1697.5 feet; thence deflect to the right on a ten chord spiral curve of increasing radius (spiral angle $4^{\circ}00'$) for 200 feet; thence on tangent to said curve for 396.5 feet; thence deflect to the left on a $1^{\circ}30'$ curve (delta angle $16^{\circ}11'$) for 1078.9 feet; thence on tangent to said curve for 2173.3 feet and there terminating;

also together with a strip 12 feet in width adjoining and northeasterly of the last above described 100 foot parallel line: Beginning opposite a point on the last above described line, distant 1760.3 feet northwesterly of its point of termination and extending southeasterly to the east line of Tract 8, above described;

also together with a strip 50 feet in width adjoining and northeasterly of said last above mentioned 100 foot parallel line and extending over and across that portion of the north 300 feet of Tract 10, above described, lying southwesterly of the railway right of way;

also together with all that part of Tract 6, above described, which lies southwesterly of a line run parallel with and distant 100 feet south-easterly of line 1, above described, and northwesterly of a line run parallel with and distant 100 feet southwesterly of the following described line: From a point on said line 1, distant 1760.3 feet southwesterly of its point of termination, run southwesterly at right angles with said line 1 for 12 feet to the point of beginning of the line to be described; thence deflect to the left at an angle of 90° for 1159.4 feet; thence deflect to the right on a 6°00' curve (delta angle 31°59') for 866.4 feet and there terminating;

also together with a strip 20 feet in width adjoining and westerly of a line run parallel with and distant 100 feet westerly of line 2, above described; Beginning opposite a point on said line 2, distant 1678 feet northwesterly of its point of beginning and extending northerly for 400 feet (both distances being measured along said line 2);

also together with a strip 20 feet in width adjoining and southwesterly of a line run parallel with and distant 100 feet southwesterly of said line 2; Beginning opposite a point on said line 2, distant 3278 feet northerly of its point of beginning and extending northerly for 700 feet (both distances being measured along said line 2);

containing 74.35 acres, more or less, in addition to the existing highways; together with all right of access, being the right of ingress to and egress from that portion of the above described tracts, not acquired herein, to Trunk Highway No. 53, except that the abutting owner shall retain the right of access from that portion of Tract 10, not acquired herein, on the easterly side between points distant 2326.5 feet and 2394.3 feet southwesterly of the point of beginning of line 3, above described (both distances being measured along said line 3) and on the southwesterly side of said trunk highway between points distant 1819 feet and 1904 feet southwesterly of the point of termination of line 2, above described;

also a right to construct slopes on and remove materials from the easterly 150 feet of the southerly 700 feet of Tract 2, above described, and that portion of the southerly 700 feet of Tract 3, above described, which lies northwesterly of the first above described strip and westerly of the westerly right of way line of Trunk Highway No. 53 as the same is now located and traveled, also the easterly 20 feet of the northerly 190 feet of the north-east quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said section 20, which right shall cease on December 31, 1962;

containing 5.42 acres, more or less.

SUBJECT to all easements or licenses for existing public or private utilities and to all leases for any part of the easement areas hereby conveyed.

And the said Grantor, for itself, its successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described easement areas for the continuation of this easement, and does hereby grant and convey to the State

of Minnesota all grasses, shrubs, trees, and natural growth now existing on said easement areas or that may be hereafter planted or grown thereon.

And the said Grantor, for itself, its successors and assigns, does hereby release the Grantee, its successors and assigns, from all claims for any and all physical damages resulting to the tracts of land through and across which the easement areas hereby conveyed are located by reason of the location, grading, construction, maintenance, and use of a public highway over and upon, and the removal of materials from, the easement areas hereby conveyed, and from the uses incident thereto; and the Grantee shall have the right to use and remove all earth and other materials except minerals lying within the easement areas hereby conveyed and the right to construct and maintain, upon the lands adjoining the easement areas hereby conveyed, such portable snow fences during such months as weather conditions make necessary.

WHEREAS, the tracts of land above described may contain iron ore, taconite, or other minerals which may hereafter be desired to be mined and removed, the parties hereto agree that the provisions of M.S.A. Section 160.10 (1959 Laws, Chapter 500, Section 10) shall apply to and bind the parties hereto in the premises to the effect that: whenever the Grantor, or its successors or assigns, shall file with the Commissioner of Highways of the State of Minnesota, or with his successor, a notice stating therein (a) the immediate desire to mine and remove the iron ore, taconite, or other minerals contained in any of said tracts of land and encumbered by the easement hereby conveyed, (b) the description of the portion of the said easement area, if less than the whole, so to be disturbed or affected by that mining and removal, and (c) the request for the termination of the public highway then located upon the whole or that portion of the said easement area so described, then upon the expiration of three (3) years after the filing of said notice as aforesaid the easement and rights acquired by the Grantee by this conveyance shall absolutely cease and terminate as to the whole easement areas or any portion of the easement area described in said

notice, without any further notice or other act or ceremony whatever, either by way of legal proceedings or otherwise, on the part of the Grantor, or its successors or assigns, and irrespective of any action or failure to act on the part of the Grantee. Successive notices of the kind hereinbefore described may be filed from time to time. The provisions of this paragraph shall be construed to be both a covenant and a condition upon which the easement herein granted is conveyed.

If said notice, or notices, will be filed as aforesaid before May 1, 1987, the Grantor, or its successors or its assigns causing the notice to be so filed, shall assume, and shall reimburse the Grantee, all costs directly attributable to the termination of the easement hereby granted, or the portion thereof specified in any notice, including, but not limited to, the acquisition of the easements for, and the construction of, a substituted public highway and the payment to others of their damages arising out of, or by reason of, the termination of the easement, or any part thereof, hereby granted.

If said notice, or notices, will be filed as aforesaid after April 30, 1987, the Grantee shall assume all said costs and shall reimburse the Grantor, or its successors or its assigns causing the notice to be so filed, for any of said costs primarily imposed by law upon the Grantor, or its successors or its assigns.

As further consideration for this easement the Grantee covenants that at its own expense it shall negotiate with all parties, other than the Grantor, now in possession or occupancy of the easement areas herein conveyed whose interest as lessee, licensee, or occupant of said land will or may be affected by the taking of the easement areas, and shall arrange by negotiation, eminent domain or other legal procedure as to such lessee, licensee, or occupant for the relocation, reconstruction, or removal of such improvements owned by them as may be necessary because of the construction and maintenance of a highway upon said easement areas and the use thereof for highway purposes. The Grantor will provide the Grantee with

information as to the identity of such lessees, licensees, or occupants and their rights in the said premises.

And as further consideration for this easement, it is also agreed by and between the Grantor and Grantee as follows:

1. The Grantor shall upon order of the Commissioner of Highways rearrange Grantor's two transmission lines, together with all appurtenances thereto, now crossing the highway right of way in the northwest quarter of the southeast quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of section 17, township 58 north, range 17 west, from their present location to such location on the highway right of way of Trunk Highway 53 as the Commissioner of Highways will direct or outside the said right of way to private right of way.

2. Upon being furnished satisfactory proof that said two transmission lines, together with all appurtenances thereto, have been so rearranged, the Grantee shall reimburse the Grantor for the actual sums expended by the Grantor for rearranging said two transmission lines, based upon itemized statements thereof presented to the Grantee, less any salvage value derived from the old facilities and less any increase in the value of the new facilities. The Grantee, at its discretion, shall have a right to audit the Grantor's account.

The amount of the STATE DEED TAX due on this instrument as required by Extra Session LAWS of MINNESOTA, 1959, chapter 70, Article XII, is the sum of \$ None.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate on the day and year first above written.

In Presence of:

UNITED STATES STEEL CORPORATION

Benjamin J. Blacik

by R. O. Hawkanson
Vice President of its
Oliver Iron Mining Division

Allan P. Kosek

Attest: Howard P. Clarke (CORPORATE SEAL)
Its Assistant Secretary

In Presence of:

STATE OF MINNESOTA

M. McCauley

by L. P. Zimmerman
Its Commissioner
of Highways

K. Haes

(SEAL)

STATE OF MINNESOTA,)
County of St. Louis.) ss.

On this 27 day of May, 1960, before me, a Notary Public within and for said County and State, personally appeared R. O. Hawkanson, to me personally known, who, being by me duly sworn, did say that he is Vice President of Oliver Iron Mining Division, UNITED STATES STEEL CORPORATION, a New Jersey corporation, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. O. Hawkanson acknowledged said instrument to be the free act and deed of said corporation.

Allan P. Kosak

Allan P. Kosak
Notary Public, St. Louis County, Minn.
My Commission Expires Jan. 30, 1965

STATE OF MINNESOTA,)
County of Ramsey.) ss.

(NOTARIAL SEAL)

On this 17th day of June, 1960, before me, a Notary Public within and for said County and State, personally appeared L. P. Zimmerman, the duly appointed, qualified, and acting Commissioner of Highways of the State of Minnesota, to me known to be the person who executed the foregoing instrument, and he acknowledged that he executed the same for and in behalf of the State of Minnesota as his free act and deed and as the free act and deed of the State of Minnesota for the uses and purposes therein expressed.

Bruce M. Kalb

Bruce M. Kalb
Notary Public, Ramsey County, Minn.
My Commission Expires Aug. 1, 1963
(NOTARIAL SEAL)



CLIFFS NATURAL RESOURCES INC.
United Taconite LLC
PO Box 180, Eveleth, MN 55734
P 218.744.7800 cliffsnaturalresources.com

May 5, 2010

NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT

COMMISSIONER
MINNESOTA DEPARTMENT OF
TRANSPORTATION
395 John Ireland Boulevard
Mailstop 100
St. Paul, Minnesota 55155-1899

Re: Termination of Highway Easement Created under Highway Easement dated
May 27, 1960

Dear Sir:

This NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT (hereinafter "this Notice") is given pursuant to the terms and conditions set forth in that Highway Easement dated May 27, 1960, entered into by and between United States Steel Corporation, as grantor, and the State of Minnesota, as Grantee (hereinafter "the Easement Agreement"). This Notice is given jointly by RGGS Land & Minerals, LTD, LP, a Delaware limited partnership (hereinafter "RGGS"), and by United Taconite LLC, a Delaware limited liability company (hereinafter "UTAC"), as successors-in-interest to United States Steel Corporation under the Easement Agreement. RGGS and UTAC are hereinafter referred to collectively as "Grantor."

You are hereby notified as follows:

1. Grantor has the immediate desire to mine and remove iron ore, taconite or other minerals contained in the tracts of land encumbered by the Easement Agreement, which lands are specifically described in numbered paragraph 2 below.
2. The description of the lands to be affected by the activities referred to and described in numbered paragraph 1 above is as follows: NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, all in Section 17, Township 58, Range 17, St. Louis County, Minnesota (hereinafter collectively "the Subject Premises.")

3. Grantor hereby requests termination of the public highway located upon the Subject Premises.

Any questions concerning this NOTICE OF TERMINATION OF PUBLIC HIGHWAY EASEMENT should be directed to Grantor as follows: Cliffs Natural Resources, Attn: Mr. Gabriel Johnson, 550 East Division, Ishpeming, MI 49849, Email: gabriel.johnson@cliffsnr.com with a copy to Peter Heltunen, RGGGS Land & Minerals, Ltd, LP, P.O. Box 1266, Virginia, MN, 55792, Email: pheltunen@rggs.us.

Sincerely yours,

RGGGS LAND & MINERALS, LTD, LP

By: Gordy Oil Company, a Texas corporation

Its: General Partner

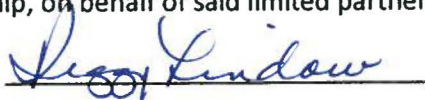
By:


Russell D. Gordy, President

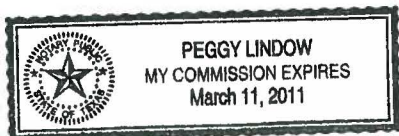
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this the 16th day of April, 2010, by Russell D. Gordy, President of Gordy Oil Company, a Texas corporation, the general partner of RGGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership, on behalf of said limited partnership.



Notary Public in and for the State of Texas



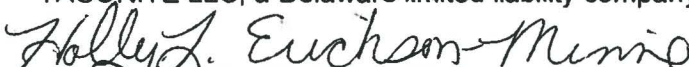
UNITED TACONITE LLC

By:


John Tuomi

Its: Vice President & General Manager

Subscribed and sworn to before me this 21st day of APRIL, 2010, by John Tuomi, the VICE PRESIDENT & GEN MGR of UNITED TACONITE LLC, a Delaware limited liability company, on behalf of the company.


Notary Public

